

The CASE of Sarah Clifton, the Widow of Robert Clifton Esq; Deceased, humbly presented to the Consideration of Parliament.

- 5 Feb. 1631. **R**obert Franke by Legal Conveyances, grants, and conveyed the Mannor of *Alwoodly* for a valuable Consideration to *George Franke*, and his Heirs and Assigns for ever, which Grant was executed by Livery of Seisin.
- 1 Nov. 1638. *Robert, William*, and *George Franke*, for a valuable Consideration paid by *Sir Gervas Clifton*, by his Order and Direction conveyed the said Mannor to *Robert Leeke*, his Heirs and Assigns for ever. All three of them acknowledged the Deed before *Mr. Justice Hutton*, and the same was that *Michaelmas* Term inrolled in the Court of Common Pleas.
- 15 May 13. *Robert Leeke* by direction of *Sir Gervas* and *Sir Clifford Clifton*, upon marriage of *Robert Clifton*, with *Sarah Parkhurst*, conveyed the said Mannor unto *Robert Clifton*, his Heirs and Assigns for ever; to the use of *Robert* for life, remainder to *Sarah* for life for her Joynture, remainder to the Heirs, Male of the body of the said *Robert*, on the body of the said *Sarah* lawfully to be begotten, remainder to the sole use of the said *Robert* and his Heirs for ever.
- 16 Octob. 1668. The said *Robert* Covenanted with *Richard Colebrand* and *John Maxfeild*, to levy a fine of the said Mannor, to the said *Richard* and *John*, which fine by the same Indenture was declared to be to the use of the said *Robert* for life, remainder to *Sarah* his Wife for her life, remainder to the use and behoof of the Heirs of the body of the said *Sarah*, by the said *Robert*, begotten or to be begotten, remainder to the right Heirs of the said *Robert Clifton* for ever; and accordingly a fine was levied *Michaelmas*-Term then next following.
- 15 & 16. Nov. 1672. By Indenture of Lease and Release, and a fine levied by the said *Robert* and *Sarah*, that *Michaelmas*-Term, unto the Right Honourable the Earl of *Chestersfield* and *William Stanhope* Esq; the said Mannor was conveyed unto, and vested in the said Earl, and *William Stanhope*, and the Heirs and Assigns of the said Earl. This in Consideration of 1000 *l.* lent by the said Earl to the said *Robert*; and in the Release it is provided, That upon re-payment of the said 1000 *l.* with interest at the time and place therein limited and appointed, the uses of the said fine limited by the said Indenture, should cease, and from thenceforth the Indenture and fine to enure, and be to the use of the said *Robert* for life, remainder to the aforesaid *Sarah* his Wife, and the Heirs of her body by the said *Robert* begotten, remainder to the right Heirs of the said *Robert* for ever. In which Indenture and fine the said *Stennopes* name was only used in Trust for the said Earl, and to prevent his Countess from Title of *Dower*.
- 24 June 1673. By Indenture between the said *Robert* and *Sarah* of the one part, and the said Earl and *William Stanhope* of the other part, reciting the forementioned deed and fine, and the uses thereof, it was witnessed that the said Earl had lent 300 *l.* more to the said *Robert*, besides the aforesaid sum of 1000 *l.* and the Estate made liable to re-pay the said 1300 *l.* with Interest to the said Earl, by a time, and at a place thereby limited and appointed; upon payment whereof it was provided, that the said Earl and *William* should stand and be seized of the said Mannor in trust for the said *Robert* for life, remainder in trust for the said *Sarah*, and the Heirs of her body lawfully begotten by the said *Robert*; and for want of such Issue, to the right Heirs of the said *Robert* for ever, with a Covenant to re-convey accordingly.
- After this the said Earl lent the said *Robert* 200 *l.* more upon the same security, so that the said Mannor was liable to the payment of 1500 *l.* and Interest. *Robert Clifton* dyed, leaving Issue two Sons, and two Daughters; the Sons both well provided for without this Mannor, except only for their present maintenance and education, the eldest Son not being yet above six years old.
- 20, 21 Sept. 1674. By Indenture of Lease and Release, the said Earl and *William Stanhope* conveyed the said Mannor to *John Coates* and *Robert Taylor*, and their Heirs, to make them Tenants of the Free-hold, that a common recovery might be had against them; which was declared to be to the use of the said Earl and *William Stanhope*, and the Heirs and Assigns of the said Earl.
- Mich. Term. 1674. Pursuant to the said Deed of Release, a Recovery was suffered, wherein *Robert Butler* was Demandant, and the said *Coates* and *Taylor* Tenants, and the said *Sarah Clifton* Vouchee.
- 25, 26 Apr. 1676. By Indenture of Lease and Release, the said *Sarah*, and the said Earl, and *William Stanhope* in Consideration of 2000 *l.* paid by *John Hanson*, 1665 *l.* whereof was paid to the said Earl for his Principle-money and Interest, the remainder in discharge of some of the said *Robert Cliftons* debts, conveyed the said Mannor to the said *John Hanson*, his Heirs and Assigns for securing the re-payment of the said 2000 *l.* with Interest by a time therein limited, which time is elapsed, and the Estate forfeited; so that there is 2000 *l.* with Interest due upon the said Mortgage, and the Lands Mortgaged worth but about 200 *l.* per ann.

This Principle and Interest will eat out the Estate, unless paid off; and the said *Sarah* hath no way to pay the same, or raise Money for her Daughters education, and providing for their present maintenance, but by Sale of the said Mannor, which she is advised by divers Eminent Councils learned in the Law, she may do, and make a good and legal Estate to a purchaser. Whereupon she treated with a Purchaser, came to an agreement, was to have a very good price, all things concluded on, Conveyances drawn, ready to be executed, when the Purchaser being startled by one single Councillor, his objecting that his Title might hereafter in equity be questioned by the Heir of *Robert Clifton*, refuses to proceed without a short Act of Parliament to confirm his purchase, unless for the aforesaid pretended contingency the said *Sarah* would abate a great part of her purchase-money, which would be a great hinderance to her Childrens education and maintenance; and if the Estate be not sold before the Heirs coming of Age to joyn in the Conveyance, the Interest will eat it out, and in the mean time the Children be destitute of a comfortable maintenance.

Wherefore she most humbly Implores the favour of both the Honourable Houses of Parliament, to pass a short Bill to confirm such Sale of the said Mannor, as she shall make to any purchaser of the same.